

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE 23RD DAY OF JANUARY, NINETEEN HUNDRED EIGHTY-NINE, AT 4:28 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

Stewart U. Taylor, Chairman
 Perry M. DePue, Vice-Chairman
 Jack D. Edwards
 Thomas D. Mahone
 Thomas K. Norment, Jr.

David B. Norman, Secretary
 John E. McDonald, Treasurer
 Frank M. Morton, III, County Attorney
 Sanford B. Wanner, General Manager

B. ORGANIZATIONAL MEETING

Mr. DePue made a motion to approve the appointment of Mr. Norment as Chairman of the Board of Directors.

The motion was approved by a unanimous voice vote.

Mr. Mahone made a motion to approve the appointment of Mr. Edwards as Vice-Chairman of the Board of Directors.

The motion was approved by a unanimous voice vote.

Mr. Norment made a motion to approve the organizational meeting resolution.

The motion was approved by a unanimous voice vote.

R E S O L U T I O N

ORGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS

WHEREAS, the Board of Directors of the James City Service Authority, James City County, Virginia, is desirous of establishing rules for the conducting of its business for the year 1989.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the James City Service Authority, James City County, that the following rules shall apply for the year 1989.

1. Regular meetings of the Board shall be held on the 4th Monday of the month in the following months: January, February, July and October. In the remaining months, the meetings shall be held on the third Monday. All meetings shall immediately follow the Board of Supervisors' meetings held at 1:00 p.m. in the Board Room of the James City County Government Center.
2. The Board shall for parliamentary purposes follow Robert's Rules of Order and more specifically those provisions which pertain to the conduct of Business in Boards, Newly Revised, 1981 at p. 404 as follows:

Procedure in Small Boards: In a board meeting where there are not more than about a dozen members present, some of the formality that is necessary in a large assembly would hinder business. The rules governing such meetings are different from the rules that hold in assemblies, in the following respects:

Members are not required to obtain the floor before making motions or speaking, which they can do while seated.

Motions need not be seconded.

There is no limit to the number of times a member can speak to a question, and motions to close or limit debate (15, 16) generally should not be entertained.

Informal discussion of a subject is permitted while no motion is pending.

The Chairman can speak in discussion without rising or leaving the chair; and, subject to rule or custom within the particular board (which should be uniformly followed regardless of how many members are present), he usually can make motions and usually votes on all questions.

C. MINUTES - December 19, 1988

Mr. Norment asked if there were corrections or additions to the minutes.

Mr. Taylor made a motion to approve the minutes as presented.

The motion was approved by a unanimous voice vote.

D. CONSENT CALENDAR

Mr. Norment asked if any Board member wished to remove any item from the Consent Calendar.

Mr. Mahone asked that Item No. 1 be removed.

Mr. Mahone made a motion to approve Items 2 and 3 on the Consent Calendar.

The motion was approved by a unanimous voice vote.

2. Water Extension Agreement for the City of Newport News - Marriott Courtyard - WilliamsburgR E S O L U T I O NCITY OF NEWPORT NEWS WATER EXTENSION AGREEMENT

WHEREAS, Marriott Corporation has prepared plans for the Marriott Courtyard - Williamsburg, a development in the Busch Corporate Center; and

WHEREAS, the City of Newport News has prepared a water extension agreement with extension of city water mains to serve this development; and

WHEREAS, all testing fees and inspection fees have been paid by the Marriott Corporation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, does hereby authorize and direct the Chairman and Secretary to execute the Newport News Water Extension Agreement on behalf of the Service Authority.

3. Bank ResolutionR E S O L U T I O NCRESTAR

BE IT RESOLVED that Crestar, Williamsburg, Virginia, be and it is hereby designated a depository for the James City Service Authority General Fund, Busch Properties Bond Account Operating Fund, James City Service Authority Busch Properties Bond Account, First Colony Phase II Escrow, 1980 Sewer Bond Revenue Fund, 1980 Sewer Bond Operating Fund, and that funds so deposited may be withdrawn upon a check, draft, note or order of the Board of Directors.

BE IT FURTHER RESOLVED that all checks, drafts, notes or orders drawn against said account be signed by two of the following:

Thomas K. Norment, Jr. Chairman

OR

Jack D. Edwards Vice-Chairman

AND

David B. Norman Secretary

OR

John E. McDonald Treasurer

whose signatures shall be duly certified to said Bank, and that no checks, drafts, notes or orders against said Bank shall be valid unless so signed.

BE IT FURTHER RESOLVED that said Bank is hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders be payable to the order of any such persons signing and/or countersigning said checks, drafts, notes or orders, or any of such persons in their individual capacities or not, and whether such checks, drafts, notes or orders are deposited to the individual credit of the person so signing and/or countersigning said checks, drafts, notes or orders, or the individual credit of any of the other officers or not. For cash investment purposes, the Bank is also authorized and directed to honor requests for the transfer of money from savings to checking, checking to savings, and transfers from checkings or savings to purchase Certificates of Deposit, repurchase agreements or to make other lawful investments when requested by John E. McDonald, Treasurer, or Charles L. Mehaffey, Accountant. This resolution shall continue in force and said Bank may consider the facts concerning the holders of said offices, respectively, and their signatures to be and continue as set forth in the Certificate of the Secretary or Assistant Secretary, accompanying a copy of this resolution when delivered to said Bank or in any similar subsequent certificate, until written notice to the contrary is duly served on said Bank.

1. Water Extension Agreement for the City of Newport News - Moody's Run Townhouses, Phase III

Mr. Mahone made a motion to approve the resolution.

R E S O L U T I O NCITY OF NEWPORT NEWS WATER EXTENSION AGREEMENT

WHEREAS, Busch Properties Incorporated has prepared plans for Moody's Run Townhouses, Phase III, a development in Kingsmill; and

WHEREAS, the City of Newport News has prepared a water extension agreement for the extension of city water mains to serve this development; and

WHEREAS, all testing fees and inspection fees have been paid by Busch Property, Incorporated.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, does hereby authorize and direct the Chairman and Secretary to execute the Newport News Water Extension Agreement on behalf of the Service Authority.

E. BOARD CONSIDERATIONS

1. Utility Sewer Rates

Mr. Mahone asked that Item 3 in the resolution be amended to read "...service for customers that paid the \$300 charge"....

By voice, the vote was: AYE: Mahone, Edwards, Norment (3). NAY: DePue, Taylor (2).

R E S O L U T I O NUTILITY SEWER RATE PUBLIC HEARING

WHEREAS, the Board of Directors of the James City Service Authority proposes changes in sewer rates for FY 1990; and

WHEREAS, sewer rate increases require a public hearing in accordance with Section 15.1-1260 of the Code of Virginia.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, does hereby set April 3, 1989, at 7:00 p.m. as a public hearing date for the following proposed changes in sewer rates:

1. Wastewater service charges are proposed to be billed on a water consumption basis as follows:

A charge of \$2.10 per 1,000 gallons for collection. Unmetered sources shall be billed on estimated uses.

2. Wastewater facility charges are proposed to be set at \$1,750 per connection.
3. Propose to discontinue Grinder Pump Maintenance charge and service for all residential grinder pumps installed after June 30, 1989. Propose continuance of Grinder Pump Maintenance service for customers that paid the \$300 charge, plus establish a \$1.00 per month maintenance fee.

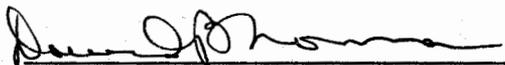
F. BOARD REQUESTS AND DIRECTIVES

Mr. Mahone commented that the Service Authority and County's financial reports were very well done and a good reference document for the Board.

Mr. Taylor made a motion to adjourn.

The motion was approved by a unanimous voice vote.

The Board of Directors adjourned at 4:38 p.m.



David B. Norman
Secretary to the Board

Extension Agreement No. 066 - FY89

Location: Marriott Courtyard - Williamsburg
 Roberts District

James City County, Virginia

CITY OF NEWPORT NEWS, VIRGINIA
 DEPARTMENT OF PUBLIC UTILITIES
 AGREEMENT TO EXTEND WATER MAIN
 BY CITY

This Agreement, made this 7 day of February,
 19 89, by and between the City of Newport News, a Municipal
 Corporation of the Commonwealth of Virginia, hereinafter referred
 to as "City", and James City Service Authority, hereinafter
 referred to as "Applicant".

WHEREAS, the Applicant has applied to the City to extend its
 system and supply water service to the premises constructed or
 intended to be constructed, on the tract or plot of land as shown
 on the development map or plot plan attached hereto and made a
 part hereof, known as Marriott Courtyard - Williamsburg, and
 marked Exhibit "A"; and,

WHEREAS, the Applicant will deposit with the City upon
 execution and delivery of this Agreement, the sum of \$9,960.00
 which is the City's estimate of the cost of the installation of
 one (1) fire hydrant, one (1) 6" sprinkler service, plus the
 charge for two (2) 2" meters and service pipe installations. The
 charge for the meters and service pipe installations is in no
 event refundable. Estimated cost of hydrant and sprinkler
 service installations, plus charge for meter and service pipe
 installation, hydrant rental, easement recordation, pavement
 repairs and county permits is shown on Exhibit "B", attached
 hereto.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. The Applicant will pay the current System Development Charge as established by ordinance in effect at the time of request for installation of each meter assembly when such installation is "made-ready-for" and requested by the Applicant (Estimated cost of System Development Charges are shown on Exhibit "B").

2. The Applicant will furnish, at no cost to the City, all necessary easements for water facilities, prepared in compliance with City standard form (see Exhibit "C") prior to acceptance of the water system and tie-in to the existing system.

3. The Applicant will deposit the sum of \$9,960.00 with the City for estimated cost of the installation of a 6" sprinkler service, fire hydrant, cost of the meters, service pipe installations and appurtenances.

a. The City will retain the sum necessary to pay the cost of the hydrant installation, sprinkler service and appurtenances.

b. The City will refund to the Applicant as soon thereafter as all cost have been ascertained, any excess of the deposit made by the Applicant over actual cost of the water facilities without interest.

c. Should actual cost of water facilities exceed the estimated cost thereof, Applicant agrees to pay on demand to the City, such amount as actual cost that exceeds the deposit.

*Plus System Development Charge
when due (see para 1) CCC
12/15/88*

4. The City will install said fire hydrant and sprinkler service, subject to provisions of this Agreement.

5. The City will provide a \$300.00 credit for each fire hydrant installed by the Applicant in accordance with Exhibit "A".

6. Facilities installed by the City pursuant to this Agreement shall be the property of the City, its successors and assigns.

7. The Applicant will furnish plat showing location of meter boxes and provide a marker on site indicating location for meter box installations on each individual lot or building as required.

8. The City shall have the right to make further extension of this water facilities after its construction.

9. The City assumes no responsibility for settlement of trench for pipeline or service lateral after the installation is completed.

10. Refund to Applicant such amount as provided in the City Water Policy in existence on the date of the contract.

11. The Applicant will pay as required by James City County to the City the established rental charge per annum for each fire hydrant installed in the development for five years after date of installation of all fire hydrants in the subject project.

12. No work shall be started until any new streets and/or alterations of existing streets are brought to final subgrade with curb and gutter in place.

13. No permanent pavement shall be completed until it has been determined by the Applicant that all water facilities and service laterals have installed.

14. The water meters and service laterals will be installed subject to the current ordinance requirements.

15. This Agreement shall be binding upon the respective parties, their successors and assigns.

END OF PAGE FOUR

Continued on Page 5....

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CITY OF NEWPORT NEWS

BY: 
Director, Department
of Public Utilities

(Name of Applicant)

BY: 
(name & title)

ATTEST:

(to be used only when corporation is Applicant)

If corporation, must be signed by officer having authority to execute contracts and attested and seal affixed by secretary of corporation.

EXHIBIT "B"

Estimated cost of the installation of a 6" sprinkler service, fire protection and water facilities to serve the property known as Marriott Courtyard - Williamsburg, as shown on plat attached, and charge for meters and service pipes.

PROJECT ESTIMATED PIPELINE QUANTITIES

- 18 feet of 8" Ductile Iron Pipe (Class 52)
- 23 feet of 6" Ductile Iron Pipe (Class 52)
- 1 fire hydrant

ESTIMATED COST OF INSTALLATION OF

2 - 2" Meters	@ \$ 700.00	1,400.00
2 - 2" Service Pipes	@ \$1,200.00	2,400.00
1 - 6" Sprinkler Service	@ \$2,025.00	2,025.00
1 - Fire Hydrant Installation	@ \$3,475.00	3,475.00
1 - Fire Hydrant Rental	@ \$ 160.00	160.00
1 - Easement Recordation	@ \$ 10.00	10.00
2 - County Permits	@ \$ 45.00	90.00
2 - Pavement Repairs	@ \$ 200.00	400.00

TOTAL ESTIMATED COST \$ 9,960.00

ESTIMATED SYSTEM DEVELOPMENT CHARGE

These charges are based on the present System Development Charge. Actual charges will be based on current System Development Charge at time of request, which will be payable at the time of each request for meter installation. (See paragraph 1. of Agreement).

2 - 2" Meters @ \$4,440.00

\$8,880.00

The Applicant will place a wooden stake with the letter "W" to indicate location for water services. Also, the Applicant will be responsible to place a wooden stake with the letters "FH" and "DC" to indicate location and finish grade for the fire hydrant and detector check. Work will not be scheduled until these stakes have been placed.

In the event that meters and service pipes may be covered with concrete driveways or walks, then such meters and service pipes will be relocated at the expense of the Applicant or Owner.

Extension Agreement No. 069 - FY89

Location: Moody's Run Townhouses - Phase III

Roberts District

James City County, Virginia

CITY OF NEWPORT NEWS, VIRGINIA
DEPARTMENT OF PUBLIC UTILITIES
AGREEMENT TO EXTEND WATER MAIN
BY CONTRACTOR

This Agreement, made this 6 day of February,
1989, by and between the City of Newport News, a Municipal
Corporation of the Commonwealth of Virginia, hereinafter referred
to as "City", and James City Service Authority, hereinafter
referred to as "Applicant".

WHEREAS, the Applicant has applied to the City for
permission to connect to its system and extend the water main or
mains to serve the premises, constructed or intended to be
constructed, on the tract or plot of land as shown on the
development map or plot plan attached hereto and made a part
hereof, known as Moody's Run Townhouses - Phase III, and marked
Exhibit "A"; and,

WHEREAS, the City is willing to permit connection to its
system and provide retail water service to the aforementioned
development.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. The Applicant agrees:

a. At his own sole cost and expense, to furnish all labor, tools, materials and services to install, disinfect and tie-in water mains and appurtenances in accordance with the layout shown on Exhibit "A", and to conform to the Distribution Standards. Construction Drawings will be furnished by the City after execution of this Agreement and water pipeline work will not begin without these drawings.

b. At his own cost and expense and before final tie-in, to furnish complete "as-built" drawings, a one year maintenance bond (see Exhibit "D"), manufacturer's affidavits, construction materials and a breakdown of the total cost of the water pipeline as paid by the Applicant.

c. To pay the City upon execution and delivery of this Agreement, the sum of Seven Thousand One Hundred Twelve Dollars, (\$7,112.00), the estimated cost of meters, service pipes, laboratory fees, easement recordation, fire hydrant rentals, supervision and inspection, as shown on Exhibit "B", attached hereto. Upon completion of this project if it is found that actual cost exceeds the estimated costs shown on Exhibit "B", then the Applicant will pay the amount over the actual cost and if the actual cost is less, then the City will refund any excess of amount paid by the Applicant.

** plus System Development Charge
when due (see para 1d)
2 Oct 1/3/89*

d. To pay the current System Development Charge as established by ordinance in effect at the time of request for installation of each meter assembly when such installation is "made-ready-for" and requested by the Applicant (Estimated cost of System Development Charges are shown on Exhibit "B").

e. Will pay as required by James City County to the City the established rental charge per annum for each fire hydrant installed in the development for five years after the date of installation of all fire hydrants in the subject project.

f. To furnish, at no cost to the City, all necessary plats and easements for water mains and service laterals, reflecting the locations as installed and prepared in compliance with the standard form attached (see Exhibit "C") prior to acceptance of the water system to the existing system.

g. To furnish plat showing location of meters and provide a marker on site indicating location for meter installation on each lot or building as required. Site markers will be placed before the request for meter installation and before road surface material is placed on streets.

2. The City agrees, upon completion of the installation by the Applicant and compliance with the other terms of this Agreement:

a. Install metered services subject to current ordinance requirements as follows:

(1) Water service connection or tap must be installed for the Applicant within a period of three (3) years after the application. If, through no fault of the Department of Public Utilities, installation is not made within three (3) years from the date of application, the fees paid in connection therewith shall be forfeited.

(2) For (5/8"), (3/4") and (1") meter connections: a minimum of (10) service connections must be installed as a group to qualify for project service connection fee rates, all others are charged as individual service connections. For (1 1/2") and (2") meter connections: a minimum of three (3) service connections must be installed as a group to qualify for project service connection fee rates, all others are charged as individual service connections. Also, charges for required permits and street repair costs shall be made in addition to the service connection, if required.

b. Maintain and operate the system.

c. Refund \$300.00 for each fire hydrant installed by the Applicant in accordance with Exhibit "A".

d. Refund to Applicant such amount as provided in the City Water Policy in existence on the date of this contract.

3. The Applicant and City agree:

a. That no work shall be started until this Agreement has been executed by the Applicant, approved by the City, and all streets and sidewalks have been brought to final subgrade with paved gutter in place and after construction drawings have been issued by the Department of Public Utilities.

b. That the City assumes no responsibility for pavement repair if services must be installed after streets and/or parking areas are paved.

c. That the City assumes no responsibility for the settlement of the trenches for water mains after the installations are completed.

d. That the City shall have the right to make further extension of this water main extension after its completion.

e. That this Agreement shall be binding upon the respective parties, their successors and assigns.

f. That the facilities installed under this Agreement shall be the property of the City, its successors and assigns.

END OF PAGE FIVE

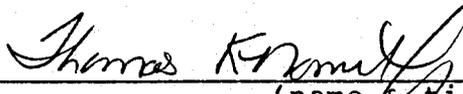
Continued on Page 6....

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CITY OF NEWPORT NEWS

BY: 
Director, Department
of Public Utilities

(Name of Applicant)

BY: 
(name & title)

ATTEST:

(to be used only when corporation is Applicant)

If corporation, must be signed by officer having authority to execute contracts and attested and seal affixed by secretary of corporation.

PIPELINE SCHEDULING INFORMATION *A*

Project Scheduled In Service Date *A*

Pipeline Contractor for Project _____

** Not provided at signing
CC 2/4/89*

EXHIBIT "B"

Estimated quantities of the water facilities to serve the property known as Moody's Run Townhouses - Phase III, as shown on plat attached and total estimated cost for meters, service pipes, laboratory fees, easement recordation, fire hydrant rentals, supervision and inspection.

PROJECT ESTIMATED PIPELINE QUANTITIES

- 795 feet of 12" Ductile Iron Pipe (Class 52)
- 56 feet of 6" Ductile Iron Pipe (Class 52)
- 545 feet of 4" Ductile Iron Pipe (Class 52)
- 2 fire hydrant installations
[relocate one (1) existing hydrant]
- 1 tie-in
- 1 blow-off

PIPELINE AND TIE-IN TO BE COMPLETED BY THE APPLICANT IN ACCORDANCE WITH DISTRIBUTION STANDARDS

CITY'S ESTIMATED SERVICE AND CHARGES

14 - 5/8" Meters	@ \$150.00	\$ 2,100.00
14 - Service Pipes for 5/8" Meters	@ \$230.00	3,220.00
2 - Fire Hydrant Rentals	@ \$160.00	320.00
1 - Easement Recordation	@ \$ 10.00	10.00
6 - Laboratory Sample Fees	@ \$ 11.00	66.00
Supervision & Inspection		1,396.00
		<hr/>
		\$ 7,112.00 *

* plus System Development Charge when due (see para 18)
 C C C 1/3/89

ESTIMATED SYSTEM DEVELOPMENT CHARGE

These charges are based on the present System Development Charge. Actual charges will be based on current System Development Charge at time of request, which will be payable at the time of each request for meter installation. (See paragraph 1.d. of Agreement).

14 - 5/8" Meters @ \$555.00 \$ 7,770.00

A maintenance bond or letter of credit in the amount of \$2,500.00 is to be posted prior to acceptance and placing the water system in service which shall be in effect for one year beginning at date of pressure test.

The Applicant shall place wooden stakes with the letter "W" to indicate locations for water services.

In the event that meters and service pipes may be covered with concrete driveways or walks, then such meters and service pipes will be relocated at the expense of the Applicant or Owner.